

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|                                   |   |                           |
|-----------------------------------|---|---------------------------|
| STEPHANIE PEREZ,                  | ) |                           |
| on behalf of herself and a class, | ) |                           |
|                                   | ) |                           |
| Plaintiff,                        | ) |                           |
|                                   | ) |                           |
| v.                                | ) | No. 06 C 0045             |
|                                   | ) |                           |
| Z. FRANK, L.L.C. d/b/a            | ) | Chief Judge Holderman     |
| Z. FRANK CHEVROLET; and           | ) | Magistrate Judge Keys     |
| WELLS FARGO FINANCIAL             | ) |                           |
| ACCEPTANCE, LLC f/k/a             | ) | Related to: No. 06 C 1949 |
| WELLS FARGO FINANCIAL             | ) |                           |
| ACCEPTANCE, INC.,                 | ) |                           |
|                                   | ) |                           |
| Defendants.                       | ) |                           |

**FINAL APPROVAL ORDER**

1. On January 17, 2007, this Court preliminarily approved the Class Settlement Agreement ("Agreement") reached between Stephanie Perez, Catherine Holt ("Plaintiffs") and the class of persons as defined in the Agreement ("Class"); and Z. Frank L.L.C., Wells Fargo Financial Acceptance, LLC, and Jerry Biggers Chevrolet, Inc., ("Defendants"). The Court approved a form of notice for mailing to the Class. The Court is informed that actual notice was sent by first-class mail to 8,764 Class members. A total of 1,209 envelopes were returned by the United States Postal Service marked not deliverable with no forwarding addresses available, and 44 envelopes were returned and re-mailed to a forwarding address. One Class member requested exclusion and no objections were filed or received on or before the deadline.

2. On May 1, 2007, the Court held a fairness hearing to which Class

members, including any with objections, were invited. The Court, being fully advised in the premises, hereby orders:

3. The Court finds that the Class is appropriate under FED. R. CIV. P. 23.

4. The Court finds that the provisions for notice to the class satisfy the requirements of FED. R. CIV. P. 23 and due process.

5. The Court finds that Defendants have complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. §1715(b).

6. The Court finds that the settlement is fair and reasonable, and hereby approves the **CLASS SETTLEMENT AGREEMENT** submitted by the parties, including the release and the payment by Defendants of \$438,200 to create a Class Fund. The Court approves payment from the Class Fund of \$1,000 each to Plaintiffs Stephanie Perez and Catherine Holt as a damage award, and as incentive award for their services as Class representatives. The Court further approves payment from the Class Fund of \$109,550 in attorney's fees and costs to Class Counsel, and payment of \$18,500 to Defendant Wells Fargo to reimburse costs expended for class notice, and to pay for the costs necessary for distribution of the Class Fund. Each Class member, who did not exclude himself or herself and whose notice was not returned as undeliverable with no forwarding address available, shall receive a *pro rata* share of the remaining balance of the Class Fund. If any portion of the Class Fund remains as a result of uncashed checks, these remaining funds will be donated in the form of a *cy pres* award to the Habitat for Humanity.

7. Plaintiffs and each Class member, their assigns, heirs, successors and personal representatives, not opting out, as of the Effective Date of the Agreement, do hereby

release and forever discharge the Defendants, and their present or former parents, officers, directors, partners, members, principals, insurers, insureds, representatives, employees, agents, attorneys, servants, predecessors, successors, subsidiaries, affiliates, shareholders, and assigns and all persons and entities that may have participated in or assisted any of the foregoing in connection with prescreened offers of credit, which are the subject of the *Perez* and *Holt* actions, including, without limitation, vendors, credit reporting agencies and each of their parents, subsidiaries, affiliates, divisions, insurers, insured, successors, predecessors, agents, officers, directors, employees, assigns or legal representatives ("Released Parties") of and from all causes of action, suits, claims and demands, whatsoever, known or unknown, in law or in equity, arising out of the allegations made in the actions styled *Perez v. Z. Frank, L.L.C., et al.*, No. 06 C 0045, and *Holt v. Jerry Biggers Chevrolet, Inc., et al.*, No. 06 C 1949, under any legal theory. Specifically excluded from this release are any claims arising from the sale or financing of a vehicle. This release is conditioned on Defendants meeting their obligations therein.

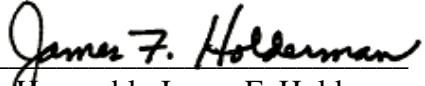
8. Class member James Ringo is hereby excluded from the action and settlement.

9. The Court finds the Agreement fair and made in good faith.

10. The Court dismisses the claims of Plaintiffs and the Class against Defendants and the Released Parties with prejudice and without costs (other than what has been provided for in the Agreement).

11. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Agreement and of this Order.

DATE: May 1, 2007

ENTERED:   
The Honorable James F. Holderman  
United States District Judge